

ARTICLE 52

INTEGRITY OF THE BARGAINING UNIT

- A.** The Employer recognizes that the integrity of the Bargaining Units is of significant concern to MSEA. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of MSEA Bargaining Units except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice on the effective date of this Agreement. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Units.
- B.** The Employer may continue to utilize job training programs, such as the programs listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.
- Student Work Experience
 - CETA Program Employees
 - Patient/Employee Programs
 - Seasonal Recreation Programs
 - Volunteer Programs
 - WIN/GA Experience Programs
 - Prisoner/Employee Programs & etc.

The Employer will provide MSEA with information which permits the Association to monitor the implementation of such programs, if not already provided. It is the intent that an Association allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of Bargaining Unit employees, shall be grievable under the provisions set forth in this Agreement.

- C.** Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice on the effective date of this Agreement, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.
- D.** The Employer recognizes its obligation to utilize bargaining unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual service where necessary or desirable to provide cost-effective, efficient services to the public.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such sub-contracting upon bargaining unit employees.

Whenever the Employer intends to contract out, sub-contract services or renew such contracted services, including preauthorized contractual services, the Employer shall, as early as possible, but at least fifteen (15) calendar days prior to the implementation of the contract, sub-contract or contractual services renewal, give written notice of its intent to MSEA. When a contract in excess of \$250,000 is to be submitted to Civil Service notice shall be provided to MSEA at least forty (40) calendar days prior to the implementation of the contract. Notice shall consist of a copy of the request made to Civil Service unless such a request is not required, in which case, a copy of the contract will be provided. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union. The notice shall include such matters as:

1. The nature of the work to be performed or the service to be provided;
2. The proposed duration and cost of such sub-contracting;
3. The rationale for such sub-contracting unless pre-authorized.

The Employer shall, upon written request, meet and confer with the Union over the impact of the proposed contractual services, including preauthorized contractual services, upon the Bargaining Units.

- E.** MSEA may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days [fifteen (15) calendar days in the case of a contract in excess of \$250,000] from the date of notice to MSEA. Such discussions shall not serve to delay implementation of the Employer's decisions or preclude MSEA from challenging the contractual personal service request.
- F.** The Employer shall also provide MSEA, upon written request, information necessary to monitor the implementation, including costs, of the contract or sub-contract. If the volume of the information requested under this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.